

REMARKS

Claims 1-24 are pending in the application.

Claims 1-24 have been rejected.

Claims 1 and 8 have been amended.

Unless otherwise specified in the below discussion, Applicants have amended the above-referenced claims in order to provide clarity or to correct informalities in the claims. Applicants further submit that, unless otherwise discussed below, these amendments are not intended to narrow the scope of the claims. By these amendments, Applicants do not concede that the cited art is prior art to any invention now or previously claimed. Applicants further reserve the right to pursue the original versions of the claims in the future, for example, in a continuing application.

Objections to the Claims

The Office Action objects to Claims 1-24 as purportedly containing “non-functional language” which does not further limit the claims. *See* Office Action, p.2 (citing MPEP 2111.04). The cited section of the MPEP provides the following:

Claim scope is not limited by claim language that suggests or makes optional but does not require steps to be performed, or by claim language that does not limit a claim to a particular structure. However, examples of claim language, although not exhaustive, that may raise a question as to the limiting effect of the language in a claim are:

- (A) "adapted to" or "adapted for" clauses;
- (B) "wherein" clauses; and
- (C) "whereby" clauses.

The determination of whether each of these clauses is a limitation in a claim depends on the specific facts of the case. In *Hoffer v. Microsoft Corp.*, 405 F.3d 1326, 1329, 74 USPQ2d 1481, 1483 (Fed. Cir. 2005), the

court held that when a “‘whereby’ clause states a condition that is material to patentability, it cannot be ignored in order to change the substance of the invention.” Id. However, the court noted (quoting *Minton v. Nat'l Ass'n of Securities Dealers, Inc.*, 336 F.3d 1373, 1381, 67 USPQ2d 1614, 1620 (Fed. Cir. 2003)) that a “‘whereby clause in a method claim is not given weight when it simply expresses the intended result of a process step positively recited.’” Id.

MPEP 2111.04 (emphasis added). Applicants note that the phrases listed in the cited section of the MPEP are listed as indicia of language that raise a question of limiting effect, in contradiction to the first sentence of the cited section, which discusses language that suggests or makes optional. Applicants further note that none of the “wherein” clauses of the cited claims contains “optional” or “suggestive” language. In fact, the language in the “wherein” clauses is required to interpret other limitations such as the “sequence of user interface displays” provided in the “communicating” limitation. *See, e.g.*, Claim 1.

For at least these reasons, Applicants respectfully submit that MPEP 2111.04, as cited by the Office Action, is not applicable to Claims 1-24.

Rejection of Claims Under 35 U.S.C. §102

Claims 1-6, 8-13 and 15-21 stand rejected under 35 U.S.C. §102(e) as purportedly being anticipated by U.S. Patent Publication No. 2002/0062277 naming Foster et al. as inventors (“Foster”). Applicants respectfully traverse this rejection.

Independent Claims 1 and 8, as amended, each contain limitations of substantially the following form:

communicating a user interface from a server system to a client system via a network communication link, wherein

the user interface includes a plurality of user interface displays configured to capture consumer loan application data corresponding to a plurality of consumer loan applications,

the plurality of user interface displays are configured to receive a user input of the consumer loan application data in at least one data field associated with one of the plurality of consumer loan applications selected by a user, and

the user interface is configured to present a sequence of user interface displays associated with the selected consumer loan application wherein the sequence of user interface displays is a subset of the plurality of user interface displays;

receiving the consumer loan application data at the server system from the client system via the network communication link;

storing the consumer loan application data in a storage device, wherein said storing is performed by the server system; and

communicating at least a portion of the consumer loan application data from the server system to the client system to pre-populate at least one data field corresponding to a subsequent user interface display of the sequence of user interface displays.

See, e.g., Claim 1 (amended). Applicants respectfully submit that Foster fails to provide disclosure of each of these claim limitations.

As an initial matter, Applicants respectfully submit that the Office Action cites to a large portion of text of Foster as purported disclosure of the claim limitations and provides no indication of what portions of the cited text correspond to the elements of the claims, as required. Applicants submit that the particular parts of the cited reference that are relied upon in the Office Action have not been designated as nearly as practicable, and the pertinence of the reference has not been clearly explained, both as required by 37 C.F.R. §1.104(c)(2). Nevertheless, the applicants have made every effort to respond to the rejections outlined in the Office Action.

The Office Action cites to paragraphs [0012]-[0021] of Foster as purported disclosure of the limitations of the independent claims. *See* Office Action, pp.3-4. This section of Foster relates to a mechanism for completing a transaction cycle for leasing

commercial real estate over a network. *See* Foster, ¶ [0012]. Building owners/agents can purportedly list available rental space on a server website. *See* Foster, ¶ [0013]-[0016]. A prospective tenant can purportedly search a space database provided by a property services server platform. *See* Foster, ¶ [0017]. The prospective tenant then purportedly receives an availability survey and from which the prospective tenant can select properties. *See* Foster, ¶ [0018]-[0019]. If a prospective tenant wishes, they can purportedly extend an offer using a template which is then responded to by the owner/agent. *See* Foster, ¶ [0019]-[0020]. Once in agreeable form, a term sheet is generated to be signed by the parties. *Id.*

Applicants respectfully submit that none of these cited sections provide disclosure of the limitations of the independent claims. The section of Foster cited as purported disclosure of the “communicating” limitation provides the following:

The tenant can draw-up a short list of properties and set-up space inspection appointments as desired through the property services server platform. Site Inspection Agents will show the space, after which the users can submit an offer or request a proposal from the owner online through the property services server platform. Deal agents at the central Customer Experience Center and the Regional Specialists in the local areas can assist the tenants during the entire leasing process. For example, a deal agent can initially aid the tenants in putting together an offer or responding to an owner's proposal. The tenant's original proposal or response to an owner's offering is drafted within a highly-detailed template containing all the key business elements of a commercial leasing transaction—it will remain the central collaboration feature of negotiations and will eventually populate the lease documents.

Foster, ¶ [0019] (cited at Office Action, p.4). This section of Foster fails to provide any disclosure of communicating data to pre-populate fields of a subsequent user interface display of a sequence of user interface displays, as claimed. At best, Foster provides for entering leasing information into a template that will be used for negotiations and may be used to populate lease documents. But Foster provides no disclosure that the “lease

documents” are members of a user interface display. In light of the subsequent disclosure in Foster, the so-called “lease documents” are only generated after significant negotiations (e.g., “bid-and-ask interactions” [Foster, ¶ [0020]]), generation of an “electronic term sheet” (*Id.*), and amendments (Foster, ¶ [0021]). Further, there is no indication that Foster’s “lease documents” are part of a “subsequent user interface display of the sequence of user interface displays,” as claimed.

As purported disclosure of the claimed user interface that includes a plurality of user interface displays and which is configured to present a sequence of a subset of the plurality of user interface displays, the Office Action cites to Foster, ¶¶ [0012]-[0021]. But the Office Action fails to provide any link between Foster’s template / negotiations / lease documents and the claimed user interface. There is no disclosure within the cited section of Foster that there is a single user interface that includes the template and the lease documents. Further, there is no disclosure within Foster that there is a “sequence of user interface displays” of which the “lease documents” or the “template” are a part. Without such disclosure, Foster cannot be said to anticipate the above-quoted limitations of the independent claims.

For at least these reasons, Applicants submit that the cited sections of Foster fail to provide disclosure of all the limitations of independent Claims 1 and 8, as amended, and all claims depending therefrom and that these claims are in condition for allowance. The Office Action has rejected independent Claims 15 and 20 by citing the same sections of Foster. Similarly, Applicants submit that the cited sections of Foster fail to provide disclosure of all the limitations of independent Claims 15 and 20, and all claims depending therefrom, for the same reasons as discussed above and that these claims are in condition for allowance. Applicants therefore respectfully request the Examiner’s

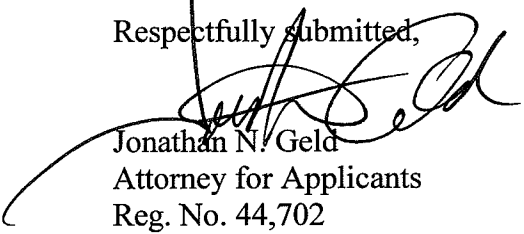
reconsideration and withdrawal of the rejections to these claims and an indication of the allowability of same.

CONCLUSION

In view of the remarks set forth herein, the application and the claims therein are believed to be in condition for allowance without any further examination and a notice to that effect is solicited. Nonetheless, should any issues remain that might be subject to resolution through a telephonic interview, the Examiner is invited to telephone the undersigned at 512-439-5090.

If any extensions of time under 37 C.F.R. § 1.136(a) are required in order for this submission to be considered timely, Applicant hereby petitions for such extensions. Applicant also hereby authorizes that any fees due for such extensions or any other fee associated with this submission, as specified in 37 C.F.R. § 1.16 or § 1.17, be charged to deposit account 502306.

Respectfully submitted,



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